

**FTC 02-02  
CONSTRUCT BLDG. 91 AND RENOVATE BLDG. 94  
AT THE  
FEDERAL LAW ENFORCEMENT TRAINING CENTER  
GLYNCO, GA**

**SECTION L  
INSTRUCTIONS, CONDITIONS AND NOTICES TO  
OFFERORS**

**DEPARTMENT OF THE TREASURY  
FEDERAL LAW ENFORCEMENT TRAINING CENTER  
PROCUREMENT DIVISION  
BUILDING 93  
GLYNCO, GEORGIA 31524**

## SECTION L

### INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

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**L.1 52.252-1 Solicitation Provisions Incorporated by Reference (Feb 98) [52.107(a)]**

This solicitation incorporates one or more solicitation provision by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these addresses: <http://arnet.gov/far> **OR** [Http://www-far.npr.gov/references/References.html](http://www-far.npr.gov/references/References.html).

52.211-6 Brand Name or Equal (AUG 99) [11.107(a)]

**L.2 52.204-6 Data Universal Numbering System (DUNS) Number (JUN 99) [4.603(a)]**

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer.

The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet home page at

<http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at [globalinfo@mail.dnb.com](mailto:globalinfo@mail.dnb.com).

(End of provision)

**L.3 Not Used**

**L.4 52.225-10 Notice of Buy American Act/Balance of Payments Program Requirement—Construction Materials (FEB 00) [25.1102(b)(1)]**

(a) Definitions. "Construction material," "domestic construction material," and "foreign construction material," as used in this provision, are defined in the clause of this solicitation entitled "Buy American Act--Balance of Payments Program--Construction Materials" (Federal Acquisition Regulation (FAR) clause 52.225-9).

(b) Requests for determinations of inapplicability. An offeror requesting a determination regarding the inapplicability of the Buy American Act or Balance of Payments Program should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act or Balance of Payments Program before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers. (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act or Balance of Payments Program, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers. (1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall

be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested--

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of provision)

**L.5 52.233-2 Service of Protest (Aug 96) [33.106]**

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Department of the Treasury  
Federal Law Enforcement Training Center  
Procurement Division  
Construction Contracts Branch  
Building 93- FLETC  
Glynco, GA 31524

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

**L.6 52.236-27 I Site Visit (Construction) (FEB 95) [36.523] Alt I (Feb 95)**

(a) The clauses at 52.236-2, Differing Site conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) An organized site visit has been scheduled for, **at 10:00 AM on October 11, 2001.**

(c) Participants will meet at Building 93. Contract and technical representatives from the Procurement Office and the Facility Management Division will be available during the Site Visit. Prospective offerors are encouraged to have company representatives present at this site visit.

Prospective Offerors are to contact Erin Wofford, at telephone number (912) 267-3297, at **least 24 hours prior** to the site visit to identify that they will be attending and to assure that no changes have occurred.

**All questions must be submitted in writing to the Contracting Officer at least 10 working days prior to receipt of proposals and will only be answered by an amendment(s) to the solicitation. Questions may be submitted by facsimile at (912) 280-5343.**

### **L.7 Small Business Standard and Classification**

In addition to being independently owned and operated and not dominant in the field of operation in which it is bidding on Government contracts, a small business concern in order to qualify as such, must meet the criteria as set forth below:

The average annual receipts of the concern and its affiliates for the preceding three fiscal years must not exceed **\$27.5 million**. "Annual receipts" means the gross income (less returns and allowances, sales of products and services, interest, rents, fees, commission, and/or from whatever other source derived, as entered on its regular books of account for its most recently completed fiscal year.

North American Industry Classification System (NAICS): **23332.**

OFFICE OF FEDERAL CONTRACT COMPLIANCE APPLICABLE TO CONSTRUCTION  
PROJECTS SPONSORED BY FLETC:

<u>Region</u>	<u>States</u>	<u>Address</u>	<u>Telephone</u>
IV	N. Carolina S. Carolina Kentucky  Tennessee Mississippi Alabama Georgia Florida	OFCCP/ESA-Atlanta U.S. Department of Labor 1371 Peachtree St, N. E.  Room 11 Atlanta, GA 30367	(404) 562-2424

### **L.8 Bid Guarantee (Applicable Only to Bids Exceeding \$25,000)**

To assure the execution of the contract and the performance and payment bonds, each bidder shall submit with its bid a guarantee bond (Standard Form 24) executed by a surety company holding a certificate of authority from the Secretary of the Treasury as an acceptable surety, or other security as provided in Contract Clause "Individual Surety". Security shall be in the sum of 20 percent of the largest amount for which award can be made under the bid submitted, but in no case to exceed \$3,000,000. The bid guarantee bond shall be accompanied by a verifax or other facsimile copy of the agent's authority to sign bonds for the surety company. See Section J, Attachment #17 for the SF 24.

### **L.9 Bonds - Payment & Performance (Applicable Only to Bids Exceeding \$25,000)**

Within 10 days after receipt of award, the bidder to whom award is made shall furnish two bonds, each with satisfactory security; namely, a performance bond (Standard Form 25) and a payment bond (Standard Form 25A). (See Section J, Attachments #18 and #19 for SF 25 and SF 25A.) The payment and performance bonds shall be in a penal sum equal to 100 percent of the contract amount. The bond of any surety company holding a certificate of authority from the Secretary of the Treasury as an acceptable surety on Federal bonds will be accepted. Individual sureties will be acceptable. At least

two individual sureties must execute the bond and the net worth of each individual must equal or exceed the penal amount of the bond. As an option and in lieu of sureties, the bidder may deposit with the Contracting Officer an Irrevocable Letter of Credit, cash, bonds, or notes of the United States, or certified check drawn to the order of the Treasurer of the United States, or such other security as the Contracting Officer may deem necessary for the required amount of the guaranty, under the agreement that the collateral so deposited shall remain the possession and control of the Treasurer of the United States for at least one year after the completion of the contract. The contract time for purposes of fixing the completion date, default, and liquidated damages or other deductions shall begin to run 15 days from the date of award, regardless of when performance and payment bonds are executed.

#### **L.10 Individual Surety**

As prescribed in FAR 28.200, individual sureties are acceptable for all types of bonds except position schedule bonds. In order for the Contracting Officer to determine the acceptability of individuals proposed as sureties, all bidders/offerors who submit bonds which are executed by individual sureties are required to furnish the following information in support of SF 28, Affidavit of Individual Surety, with the bond(s):

- (1) A complete description of real property offered, supported by proof of title, such as by title opinion or abstract of title, and a certified appraisal or tax assessment;
- (2) C.P.A. certified balance sheet(s) and income statement(s) with a signed opinion for each individual surety;
- (3) Independent certified appraisal of net value of property offered;
- (4) Independent Certification by licensed attorney or title company of liens or other encumbrances which exist against all property listed;
- (5) A current list of all other bonds on which the individual is a surety and bonds for which the individual is requesting to be a surety, together with a statement as to the percent completion of these bonded jobs.
- (6) Copy of latest Federal and State Income Tax returns including all schedules.

This information is necessary to enable the Government to evaluate the sufficiency of the surety. Failure to furnish this information may result in nonapproval of the surety and a determination of nonresponsibility. Please see Section J, Attachment 20, for sample SF 28.

#### **L.11 Irrevocable Letter of Credit**

As prescribed in FAR 28.204-3, an Irrevocable Letter of Credit is acceptable for all types of bonds, if all provisions of FAR 28.204-3 and FAR 52.228-14 are met. FAR 52.228-14 requires a specific format for the Irrevocable Letter of Credit and the letter from the Financial Institution confirming an Irrevocable Letter of Credit. Please refer to Section J, Attachment #26 for the required format for an Irrevocable Letter of Credit and Attachment #27 for the required format for the Financial Institution to Confirm an Irrevocable Letter of Credit.



### **L.12 Applicable Wage Determination**

Work completed under this project is subject to the Davis-Bacon Act. The applicable wage determination is included in Section J, Attachment #21, and will become part of any contract resulting from this solicitation.

### **L.13 Representations and Certifications**

Section K, Representations, Certifications and Other Statements of Offerors, are required to be completed and submitted with your firm's offer. Please read each statement and complete as appropriate. Failure to complete, sign and return this Section K, could deem your offer nonresponsive.

### **L.14 Brand Name Manufacturers**

Addresses for brand name manufacturers will be available upon request or may be obtained by referencing the Thomas Register.

### **L.15 Project Magnitude**

The magnitude of this contract is between \$ 1 million - \$ 5 million .

### **L.16 52.252-5 Authorized Deviations in Provisions (APR 84) [52.107(E)]**

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation of any authorized Treasury deviation to FAR (48 Chapter 1352, title 31) provision is indicated by the addition of "(DEVIATION)" after the name of the regulation.

### **L.17 52.215-1 Instructions to Offerors--Competitive Acquisition (MAY 01) [15.209(a)] Alternate I (Oct 1997) [15.209(a)(1)]**

(a) Definitions. As used in this provision --

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal."

"In writing," "writing," or "written" means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

"Time," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals.

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages

(i) addressed to the office specified in the solicitation, and

(ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show --

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items

upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, revision, and withdrawal of proposals.

(i) Offerors are responsible for submitting proposals, and any modification, or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)

(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and --

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful

proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall --

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed -- in whole or in part -- for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of -- or in connection with -- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award.

(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be within the competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint. The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) The Government may disclose the following information in postaward debriefings to other offerors:

(i) The overall evaluated cost or price and technical rating of the successful offeror;

(ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;

(iii) A summary of the rationale for award; and

(iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(End of Provision)

#### **L.18 General Instructions**

(a) Offerors are invited to submit a proposal in response to Solicitation Number FTC-02-02.

(b) The following instructions establish the acceptable minimum requirements for the format and content of proposals.

(c) Your attention is directed to the requirements for technical and cost/price proposals that must be submitted in accordance with the instructions.

(d) All factors and significant subfactors that will affect the contract award are stated

herein. Offerors are advised that the Technical Proposal guidelines are outlined in Section L of this Solicitation. Also, Offerors should note that the Government's evaluation standards to be used in the evaluation of technical proposals are outlined in Section M of the Solicitation. The Government will evaluate all technical proposals in accordance with the evaluation criteria set forth in Section M, Evaluation Factors for Award.

Note, Factors and Subfactors that will affect award are listed in descending order of importance. (Specifically, Factor one (1) is more important than Factor two (2), (Subfactors 1a and 1b are more important than subfactor 1c), and Factor two (2) is more important than factor three (3).) The selection of the successful contractor will be based on the **Best value continuum**.<sup>®</sup> The contracting officer will select for purposes of award the best overall proposal, based primarily upon technical merits, with costs and other factors considered as appropriate.

(e) It is understood that both your technical and cost/price proposals will become part of the official contract file.

#### **L.19 Proposal Organization**

The offeror's Technical Proposal and Cost/Price Proposals must be submitted simultaneously and conform to the instructions contained herein.

(1) Technical Proposal: The Offeror shall provide a Technical Proposal which includes a detailed written response to each of the four (4) factors (with sub-factors) contained herein. Technical proposals must not contain reference to cost. NOTE: The Government's evaluation criteria for all factors and sub-factors are outlined in Section M of the Solicitation.

(2) Cost/Price Proposal, the contents of the cost/price proposal shall contain;

- (i) SF-1442, Solicitation, Offer and Award
- (ii) Schedule B, with Options
- (iii) RFP Section K, Representations, Certifications
- (iv) Bid Bond
- (v) Subcontracting Plan (Large Business only)

#### **L.20 Proposal Format**

(a) Offerors' **Technical Proposal** and **Cost/Price Proposal** shall be submitted



separately and complete in itself so that evaluation of one may be accomplished independently of evaluation of the other. Technical proposals must not contain reference to cost, however, resource information, such as data concerning labor hours and categories, material, subcontracts, etc., may be contained in the technical proposal so that your understanding of the statement of work can be evaluated. The technical proposals must disclose your proposed technical approach in sufficient detail to provide a clear and concise presentation that addresses, but is not limited to, the requirements of the technical proposal instructions.

(b) The proposal must be signed by an official authorized to bind your organization. Offerors must submit four (4) copies of both technical and cost proposals to:

Department of Treasury  
Federal Law Enforcement Training Center (FLETC)  
Procurement Division, Building 93  
Attention: Gail P. Ashurst  
Glynco, Georgia, 31524

#### **L.21 Technical Proposal Instructions**

(a) Past performance and experience will be used in reviewing technical proposals. In this solicitation, past performance and experience of the firm as well as key personnel have been combined. Offerors technical proposals must provide sufficient detailed information with each sub-factor so as to allow the Government an opportunity to evaluate the offerors past performance and experience.

(b) Proposals that merely offer to complete the contract requirements in accordance with the Government's statement of work will not be eligible for award. Offerors must submit a detailed response to each of the sub-factors listed herein. Responses to the sub-factors must be presented in as much detail as you consider necessary to fully explain you're past performance and experience related to each of the sub-factors. Responses to sub-factors should convince the reader that you possess a clear understanding of the scope and nature of the work being undertaken.

(c) Technical proposals shall include specific information as to how the project is to be organized, staffed, and managed. This information should demonstrate your understanding of important events or tasks and how you propose to manage those tasks.

(d) Technical proposals shall list the names and proposed duties of key personnel, as well

as specific subcontractors to be used in completing this project. Their resumes should be included and contain information on education, background and experience.

(e) The technical proposal shall provide the general background, experience, and qualifications of the organization. Information on similar or related contracts or subcontracts should be provided in the Offerors response to each sub-factor. If duplicate information is to be used with more than one sub-factor, Offerors may reference duplicate information from one sub-factor to another without repeating the information. The information on similar or related contracts or subcontracts shall include, but not be limited to the following:

- \* Project name and location;
- \* Description **IN DETAIL** (with sufficient information to determine A similar@);
- \* Construction cost (include original award amount, completed construction cost or current contract value);
- \* Construction start and completion dates;
- \* Owner (contact name, current addresses and telephone number and e-mail address (if known));
- \* Tenants/Users (contact name, current addresses and telephone number and e-mail address (if known));
- \* Bonding Companies (contact name, current addresses and telephone number);
- \* Architects/Engineers/Quality Control Inspector (contact name, current addresses and telephone number and e-mail address (if known));

(f) The technical proposal shall be submitted in written form and must comply with the following format; Note: Consideration/Evaluation of Proposals not meeting the criteria will be at the discretion of the Contracting Officer.

1. Print shall be no smaller than a font size of 12 and must be submitted on 8-1/2 X 11 inch paper, spiral bound, and organized to correspond with the evaluation factors listed in the RFP, and bound separately from the cost/price proposal.

2. Margins shall be no smaller than 1 inch.

3. Each page within a section shall be numbered consecutively.

4. The technical proposal shall be limited to no more than thirty (30) type written pages. In addition, a maximum of five (5) pages of photographs may be incorporated with the text if desired.

(g) For evaluation purposes, specific terms are defined as follows:

The term “*Similar*” is defined as construction of a building with major mechanical, electrical and the renovation construction of a single-story buildings(s) which includes lead and/or asbestos abatement, gross demolition without disturbing the structural integrity of the building, and complete interior and exterior restoration of a headquarters building. The major elements of work for similar projects should have included mechanical, electrical, HVAC, controls, and fire alarm. To be determined similar, buildings must have a minimum of 30,000 square feet of conditioned space. Of the three similar projects to be considered, at least one project shall have included the construction of a new building and/or buildings addition of 10,000 square foot or greater. At least one project shall have included interior finishes associated with a headquarters/corporate office space. The project could have been completed for federal, state or commercial customers, where the overall scope required the general contractor to coordinate various trades performing work simultaneously. Also, the Offeror should provide projects where key personnel proposed for this project performed substantially in the same role as proposed for this project.

“*Quality*” for evaluation purposes is defined as meeting or exceeding the customer’s requirements as set forth in the construction documents (i.e.: specifications, drawings, contract clauses and other written terms and conditions) in a timely manner, within the established budget, with a minimum number of Request for Information (RFI’s) and/or contract modifications, and with efficient coordination and cooperation with the owner towards completion of the project in a timely, safe manner.

*Experience*; must include a level of work of similar nature and scope for renovation and/or repairs of similar buildings.

*Past Performance*; must include a fully successful renovation and construction operation, meeting the project’s schedule and cost requirements.

**(h) Factors and Sub-factors: Offerors shall provide a detailed written response to each of the sub-factors contained herein. A description of each factor and subfactor is outlined below. The Government’s evaluation standard for each element is outlined in Section M of the Solicitation:**

## **TECHNICAL PROPOSAL CRITERIA**

### **A. EVALUATION CRITERIA ELEMENTS**

- 1. Past Performance/Experience of**
  - a. Firms**
  - b. Key Personnel**
  - c. Finishes, Mechanical & Electrical Subcontractors**
- 2. Organization, Management, and Technical Approach.**
  - a. Planned Approach (Including CPM Scheduling)**
  - b. Quality Control**
- 3. Safety and Environmental Experience**
  - a. Safety**
  - b. Lead and Asbestos Abatement**
- 4. Section 508 Compliance**

The following information will be required of all references submitted in response to the evaluation factors. The information need only be submitted once for each project and/or key employee used as a reference. If all information is not available, submit as much current information as possible:

- a. Project name and location
- b. Description in detail (with sufficient information to determine Asimilar@)
- c. Construction cost, project's gross area, and number of storeys (include original award amount, completed construction cost or current contract value)
- d. Construction start and completion dates
- e. List any claims, litigation, or issues and explain each
- f. Owner (contact name, current addresses and telephone number, and if available, e-mail address)

- g. Tenants/Users (contact name, current addresses and telephone number, and if available, e-mail address)
- h. Bonding Companies (contact name, current addresses and telephone number)
- i. Architects/Engineers/Quality Control Inspector (contact name, current addresses and telephone number, and if available, e-mail address)

**1. FACTOR: Past Performance/Experience**

**Subfactor**

- a. Firm**
- b. Key Personnel**
- c. Finishes, Mechanical & Electrical Subcontractors**

**a. Subfactor-Past Performance/Experience of Firm**

**Description:**

This subfactor considers the quality of work and depth of relevant experience from the firms previously successfully completed projects. Note, the Government is not limited to evaluating the projects submitted in the offerors technical proposal. Ongoing projects that are submitted as references should be at or near the eighty (80%) percent completion level to be considered for evaluation. Per FAR 15.305(a)(2)(iv), firms with no relevant experience and/or past performance history may not be evaluated favorably or unfavorably on past performance. Each Offeror should provide information for at least three projects of similar size and scope for evaluation. References must be capable of providing first hand information to substantiate the satisfactory completion as well as the similarity of the referenced projects. References may be contacted and responses annotated on the questionnaire. References other than those provided by the offeror may be contacted and used in the evaluation. If the offeror is submitting a proposal as a joint venture, mentor-protégé or part of some type of partnering arrangement, firms composing the AOfferor@ shall provide a minimum of three references each.

**b. Subfactor-Past Performance/Experience of Key Personnel**

**Description:**

This subfactor considers the relevant experience, knowledge, and expertise of key individuals of

the construction and renovation team who will be assigned directly to the projects submitted in the offerors technical proposal. Ongoing projects should be at or near the eighty (80%) percent completion level to be considered for evaluation. **Per FAR 15.305 (a)(2) (iv), firms with on relevant experience and/or past performance history may not be evaluated favorably or unfavorably on past performance.** Key Personnel include, at a minimum, the Project Manager, Field Superintendent and Quality Control Manager. Each Offeror should provide information for each of the key personnel from at least three projects of similar size and scope for evaluation for projects completed within the last three years. References must be capable of providing first hand information to substantiate the satisfactory performance of the key individuals as well as the similarity of the referenced projects. References may be contacted and responses annotated on the questionnaire. References other than those provided by the offeror may be contracted and used in the evaluation. If the offeror is submitting key personnel not currently employed by the Offeror, past experience from other firms will be acceptable. Also, the Offeror should provide reference projects where the roles of the key personnel were similar to the roles proposed for this project.

**c. Subfactor - Past Performance of Finishes, Mechanical & Electrical Subcontractors**

**Description:**

This subfactor considers both the quality of the past performance record as well as the depth and relevancy of the experience level of proposed subcontractors for these trades. Note, the Government is not limited to evaluating the projects submitted in the Offeror's technical proposal. Ongoing projects should be at or near the eighty (80%) percent Completion level to be considered for evaluation. **Per FAR 15.305 (a)(2)(iv), firms with no relevant experience and/or past performance history may not be evaluated favorably or unfavorably on past performance.**

Each Offeror should provide information for at least three projects of similar size and scope for evaluation. References must be capable of providing first hand information to substantiate the satisfactory completion as well as the similarity of the referenced projects. References may be contacted and responses annotated on the questionnaire. References other than those provided by the Offeror may be contacted and used in the evaluation. If the Offeror is submitting a proposal as a joint venture, mentor-protégé or part of some type of partnering arrangement, firms composing the "Offeror" shall provide a minimum of three references each for projects completed within the last 3 years.

**2. Organization, Management, and Technical Approach**

**Subfactor:**

- a. **Planned Approach (Including CPM Scheduling)**
- b. **Quality Control**

**a. Subfactor-Planned Approach**

**Description:**

This factor considers the Offeror's plan for accomplishing this project, including any alternative method of completing the project. Each Offeror shall submit a plan consisting of a narrative explanation of his/her description of their proposed on-site approach to project management, coordination, safety, submittals, quality control, value engineering, difficult activities, cost control, Request for Information (RFIs) and contract reports. In addition, the Offeror shall provide information reflecting their planned approach for coordinating changes, controlling cost, and schedule conflicts with the owner. The Offeror must provide enough information to confirm that they have experience in utilizing the tools and techniques stated above in similar projects. References may be contacted and responses annotated. Note, the Government is not limited to evaluating the information submitted in response to this solicitation.

This factor also considers the Offeror's experience in Critical Path Method Scheduling (CPM). Offerors shall submit references from three previous projects where CPM Scheduling was successfully utilized. The CPM to be submitted for this project is intended to be used as a construction-scheduling tool, progress-tracking tool, and shall be cost loaded so that it can serve as a progress payment tool. The Offeror shall provide a narrative explanation of the key elements to be used in development of a CPM Schedule. Additionally, each Offeror shall submit, with their Technical Proposal, a CPM schedule used to reflect construction milestones and planned sequence of work activities. The Offeror must provide enough information to confirm that they have experience in developing and using detailed CPM Schedules. References may be contacted and responses annotated.

The terms *Similar* and *Quality* are defined above.

**b. Subfactor-Quality Control**

**Description:**

This factor considers the Offeror's experience in developing and using a detailed Quality Control Plan. While a detailed QC Plan must be developed specifically for this project after award, this factor considers the Offeror's knowledge, experience and skills in preparing and executing QC Plans. Offerors shall submit references from three previous projects where a QC plan was required, provided and utilized. Offerors shall submit a sample plan consisting of a narrative explanation of his/her description of their proposed-site approach regarding quality control to project management, coordination, safety, submittals, value engineering, cost control, and scheduled and unscheduled inspections. The sample plan should reflect the offeror's ability to submit a plan for this project after award of a contract that will be used as a tool to ensure that the work is performed in a rational sequence and that the material and quality of work meets or exceeds the requirements as defined in the specifications and drawings.

**3. Safety and Environmental Experience**

**Subfactor**

- a. Safety**
- b. Lead and Asbestos Abatement**

**a. Subfactor-Safety**

**Description:**

This factor considers the Offeror's experience in preparing an accident prevention plan, a hazard analysis plan and a health and safety plan. Offerors shall submit references from three previous projects where they prepared and submitted a plan that outlined procedures for preventing work-related accidents. In addition, Offerors must submit documentation from their Workman Compensation Insurance Carrier, certifying their most current Experience Modification Factor (EMF) rating. Note, the EMF Rating is a numerical rating assigned by insurance carriers which directly relates to the firm's past safety record. A sample health and safety plan shall be submitted that reflects the offeror's ability to manage a project of a similar nature in a safe matter.

**b. Subfactor-Lead and Asbestos**



**Description:**

This factor considers the Offerors experience in lead and asbestos abatement. Typically, this portion of the work is subcontracted to a firm specializing in abatement procedures. In the event the Offeror plans to complete this portion of work with their own forces, they must submit evidence that they have a current Georgia lead and asbestos abatement license and that they have successfully completed three or more similar abatement projects with the last five years. If the abatement work is to be performed by a subcontractor, submit three or more projects where similar abatement requirements were completed. The relevant information and experience should reflect the subcontractor's experience and past performance.

**4. Section 508 Compliance**

**Description:**

This subfactor considers the degree of compliance with the requirements of the Rehabilitation Act of 1973, Section 508 IT Requirements for Accessibility. If no product is available that meets these requirements, the offeror will be evaluated on the proposed products that provide the greatest degree of compliance. No technical evaluation value is assigned to this subfactor.

**L.22 Cost/Price Proposal Instructions**

(a) For purposes of award, the Contracting Officer will select the best overall proposal based primarily upon technical merits, with costs and other factors considered as appropriate. The Contracting Officer will use cost and price analysis to evaluate the price proposal, not only to determine whether it is reasonable, as determined by a cost comparison to the Government estimate, but to determine that the Offeror has a clear understanding of the work and the ability to perform the contract. Price proposals will be evaluated after all technical evaluations have been completed. Unsupported or unreasonable cost proposals may result in discussions with Offerors, and/or rejection of the proposal in its entirety.

(b) Offerors must complete blocks 14 through 20 of the Standard Form (SF) 1442, as well as Section B, Cost Proposal. In addition, on standard 8 1/2 X 11 bond paper, offerors must provide their proposed indirect cost rate, and overhead and profit rate they propose using with any future contract modifications. If available, overhead and profit rates should be supported by current audit information. The Cost Proposal must be submitted separately from the technical proposal.

(c) Offerors must stipulate that their proposal is predicated upon acceptance of all terms and conditions of this Solicitation. In addition, it must contain a statement to the effect that the technical and cost/price proposal are valid for a period of at least sixty (60) days from the date of receipt by the Government.

(d) Offerors are advised that in proposal evaluation, paramount consideration shall be given to technical merits rather than cost or price. **Notwithstanding the above, the Government intends to award a resulting contract to the Offeror with the highest technical evaluation offering a reasonable price, with or without discussions.**

**L.23 52.216-1 Type of Contract** (APR 1984)

The Government contemplates award of a firm-fixed price contract resulting from this solicitation.

**L.24 Incurring Costs**

This solicitation does not commit the Government to pay any cost for the preparation and submission of a proposal. Furthermore, the Contracting Officer is the only individual who can legally commit the Government to the expenditure of public funds in connection with this proposed acquisition.

**END OF SECTION L**